

**NO TRANSFER
TAX PAID**

Doc # 2009027315
Book 10218 Page 0143

Received Kennebec SS.
09/22/2009 8:45AM
Pages 3 Attest:
REVERLY JUSTIN-WATHEWAY
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS

57-58

That I, Philip A. Norvish of Waterville, Kennebec County, and Maine,

in consideration of one dollar and other valuable consideration,

paid by Philip A. Norvish and Amy Calder, husband and wife, of Waterville, Kennebec County, and Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Philip A. Norvish and Amy Calder, as joint tenants, their heirs and assigns forever,

PARCEL ONE

A certain lot or parcel of land, with the buildings thereon, situated on Johnson Heights in Waterville, Kennebec County, Maine, bounded and described as follows, to wit:

Starting at the northeast corner of lot number ten (10) as shown on a Plan of Johnson Heights, recorded in Kennebec County Registry of Deeds in Plan Book 12, Page 26A; which is also the northwest corner of lot number eight (8), as shown on the aforesaid Plan; thence to the east along the north line of lot number eight (8), a distance of sixty (60) feet to the northwest corner of land sold by Lewis J. Rosenthal to one Shapiro; thence to the south, at right angles, a distance of one hundred (100) feet to the south line of said lot number eight (8); thence to the west along the south line of lot number eight (8), a distance of sixty (60) feet to the southwest corner of lot number eight (8); thence to the north along the westerly line of said lot number eight (8), a distance of one hundred (100) feet to the point of beginning. The above described lot is a part of lot number eight (8), as shown on the aforesaid Plan recorded in Plan Book 12, Page 26A in the Kennebec Registry of Deeds.

Also a certain other lot or parcel of land being part of lot number ten (10), as shown on the aforesaid Plan bounded and described as follows:

Starting at the northeast corner of said lot number ten (10) as shown on the aforesaid Plan, recorded in Plan Book 12, Page 26A; thence to the west along the northerly line of lot number ten (10), a distance of forty-five (45) feet to a point; thence to the south at right angles a distance of one hundred (100) feet to the south line of lot number ten (10); thence to the east along the south line of lot number ten (10), a distance of forty-five (45) feet to the southwest corner of lot number eight (8); thence to the north along the westerly line of lot number eight (8), a distance of one hundred (100) feet to the point of beginning.

This conveyance is subject to the following restrictions (excepting for the restriction which was released by quitclaim deed relating to the building of St. Mark's Church as set forth in the quitclaim deed dated April 28, 1967 and recorded in said Registry in Book 1441, Page 408), to wit:

No building other than a private dwelling house for not over one-family occupancy together with private garage for use by occupants of house shall be erected upon said premises. No part of any building shall be placed nearer than thirty (30) feet from the line of any street, provided, however, that porticoes projecting not over

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three (3) feet, steps, and bay windows are to be allowed on said reserved space. No part of any building shall be placed nearer than six (6) feet from any sideline. No double-decked porches may be built on any house. Said dwelling house and garage shall cost not less than fifteen thousand dollars (\$15,000.00). The garage, unless built as part of the house, shall be set back at least sixty (60) feet from the line of the street. No animals of any kind shall be kept on the premises excepting, however, household pets. No dwelling house shall be erected on any lot having less than seventy (70) feet frontage on the street.

Being the same premises conveyed by warranty deed of Joan C. Mitchell to Philip A. Norvish, dated May 1, 1989, and recorded in Kennebec County Registry of Deeds at Book 3538, Page 80. Philip A. Norvish acquired his interest in the above described premises as the surviving joint tenant, Albertine M. Norvish having predeceased said Grantor.

PARCEL TWO

A certain lot or parcel of land, with the buildings thereon, situated in China, Kennebec County, Maine, bounded and described as follows, to wit:

Being Lot number six (6) on a plan entitled "Shore and House Lots on China Lake, China, Maine, owned by Mrs. Eli Wagner, China, Maine, Plan and Survey by Carl H. Crane" dated May 25, 1959 and recorded in Kennebec Registry of Deeds, Plan Book 22, Page 22, said lot number six (6) being bounded and described as follows, to wit:

Beginning at an iron pin in the westerly line of right of way shown on said plan of Crane, at a point one hundred forty (140) feet northerly of other land of Oscar and Anna Lorentson, said other land being entitled "Mrs. Eli Wagner and not divided into lots on said plan; thence southerly along the westerly line of said right of way seventy (70) feet to an iron pin in the northeasterly corner of lot number five (5) on said plan; thence westerly two hundred twenty-five (225) feet, more or less, to an iron pin in the northerly line of lot number five (5) on said plan; thence continuing in the same direction along the northerly line of lot number five (5) to the shore of China Lake, so-called; thence northerly along the shore of China Lake one hundred (100) feet more or less, to the southwesterly corner of lot number seven (7); thence in an easterly direction along the southerly line of lot number seven (7) to an iron pin; thence continuing in the same direction along the southerly line of lot number seven (7), two hundred forty (240) feet, more or less, to the point of beginning.

Also a right of way in common with others, thirty-three (33) feet in width, from the land herein conveyed to the highway running from China Village to South China and being known as Route # 202. Said right of way is more particularly described and shown on the above mentioned Plan of Crane.

By accepting this deed, the herein Grantees, their heirs and assigns, agree to share with others the expense of maintaining said right of way.

Being the same premises conveyed by warranty deed of Franklin Norvish to Philip A. Norvish, dated December 2, 2004, and recorded in Kennebec County Registry of Deeds at Book 8251, Page 330.

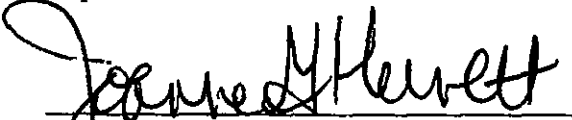
TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Philip A. Norvish and Amy Calder, their heirs and assigns, to them and their use and behoof

forever.

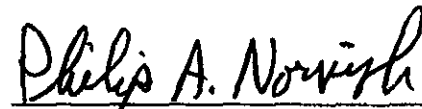
And I do covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that me and my heirs shall and will **WARRANT and DEFEND** the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, Philip A. Norvish, have hereunto set my hand and seal this 18th day of September in the year of our Lord two thousand nine.

Signed, Sealed and Delivered
in presence of



Witness



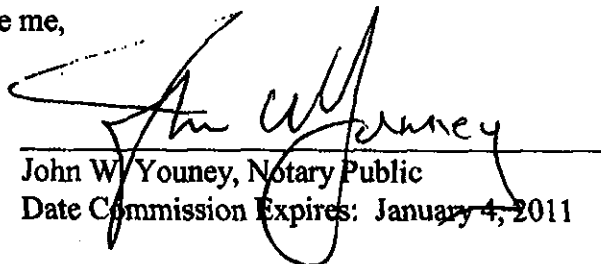
Philip A. Norvish

STATE OF MAINE
SOMERSET, ss.

September 18, 2009

Personally appeared the above named Philip A. Norvish and acknowledged the above instrument to be his free act and deed.

Before me,



John W. Youney, Notary Public
Date Commission Expires: January 4, 2011